

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Stipulated dismissal with
prejudice approved 5/2/17.
s/ James S. Gwin
JAMES S. GWIN
UNITED STATES
DISTRICT JUDGE

INTERDESIGN, INC.,)	CASE NO.: 1:16-cv-02498
)	
Plaintiff,)	JUDGE: JAMES S. GWIN
)	
vs.)	
)	
MERRICK ENGINEERING, INC.,)	
)	
Defendant.)	

STIPULATION AND ORDER

Plaintiff InterDesign, Inc. (“InterDesign”) and Defendant Merrick Engineering, Inc. (“Merrick”) have agreed to terms and conditions setting forth a negotiated settlement of this action. Now the parties, having consented and stipulated to the entry of this Stipulation and Order of Dismissal, as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Court has subject matter jurisdiction over the above-captioned patent infringement action (the "Action") and personal jurisdiction over InterDesign and Merrick for purposes of the Action. Venue is proper in this Court as to InterDesign and Merrick for purposes of the Action.

2. In the Action, InterDesign has asserted claims against Merrick for infringement of U.S. Patent No. D708,852 (“the ‘852 Patent”) and U.S. Patent No. D746,594 (“the ‘594 Patent”) (collectively, the “Patents in Suit”) in connection with the sale of Merrick’s Expandable Drawer Organizer and Merrick’s Divided Cosmetic Bin.

3. In response to InterDesign’s claims of patent infringement, Merrick has alleged certain defenses and counterclaims, including that the Patents in Suit are unenforceable, invalid

and/or not infringed by the making, using, selling, or offering to sell within the United States, or importing into the United States, the Accused Products.

4. The parties have now reached a settlement agreement regarding the Patents in Suit.

5. In view of the parties' settlement, the parties have agreed to forego any further litigation involving their respective assertions of infringement, unenforceability and/or invalidity.

6. All other remaining claims, defenses, and counterclaims set forth in InterDesign's and Merrick's pleadings against each other in the Action, including the allegations and averments contained therein, are hereby dismissed, with prejudice.

7. InterDesign and Merrick each expressly waive any right to appeal this Stipulation And Order. Each party shall bear its own fees and costs.

8. This Stipulation and Order shall finally resolve the Action between InterDesign and Merrick.

9. The Clerk of the Court is directed to enter this Stipulation And Order in the above-captioned Action, and thereby terminate the Action, forthwith.

Respectfully submitted,

/s/ Ali S. Razai (per email consent)

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